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THIRD CIRCUIT  
3CCV-24-00000033  
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Attorneys for Defendant ANNALEINE MELICIA REYNOLDS

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

|                                       |   |                                |
|---------------------------------------|---|--------------------------------|
| KEAAU DEVELOPMENT PARTNERSHIP<br>LLC, | ) | Civil No.: 3CCV-24-00000033    |
|                                       | ) | [Other Civil Action]           |
|                                       | ) |                                |
| Plaintiff,                            | ) |                                |
|                                       | ) |                                |
| -against-                             | ) | <b>DEFENDANT ANNALEINE</b>     |
|                                       | ) | <b>MELICIA REYNOLDS' FIRST</b> |
| PATRICK JOHN LAWRENCE, JR. DBA AS     | ) | <b>AMENDED ANSWER TO</b>       |
| PJ'S CONSTRUCTION; JANEL M ARAUJO     | ) | <b>PLAINTIFF'S VERIFIED</b>    |
| INC; JANEL ARAUJO; ROBERT C SMELKER;  | ) | <b>COMPLAINT</b>               |
| ANNALEINE MELICIA REYNOLDS; LEORA     | ) |                                |
| WHITE THOMPSON; HEIRS OR ASSIGNS OF   | ) |                                |
| LEORA WHITE THOMPSON; COUNTY OF       | ) |                                |
| HAWAII, JOHN DOES 1-10; JANE DOES 1-  | ) |                                |
| 10; DOE PARTNERSHIPS 1-10; DOE        | ) |                                |
| CORPORATIONS 1-10; DOE ENTITIES 1-    | ) |                                |
| 10; DOE TRUSTS 1-10; AND DOE          | ) |                                |
| GOVERNMENTAL AGENCIES 1-10,           | ) |                                |
|                                       | ) |                                |
| Defendants.                           | ) |                                |

DEFENDANT ANNALEINE MELICIA REYNOLDS ("Answering Defendant") by and through her attorneys, DiPasquale & Summers, LLP, as and for her First Amended Answer to the Plaintiff's Complaint, alleges as follows, upon information and belief:

1. The Answering Defendant denies knowledge or information sufficient to form a belief

as to the truth of the allegations set forth in Paragraphs 1, 2, 3, 6, 7, 8, 9, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 56, 57, 58, 59, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 76, 77, 78, 79, 81, 82, 83, 84, 85, and 94 of the Complaint.

2. The Answering Defendant admits the allegations set forth in Paragraphs 4, 5, 10, 12, 39, 40, 41 and 43 of the Complaint.

3. The Answering Defendant denies the allegations set forth in Paragraphs 42, 87, 88, 89, 91, 92, 93 and 94 of the Complaint.

4. No response is required from the Answering Defendant with respect to the contents of Paragraphs 48, 55, 60, 67, 75, 80, 86, 90, and 93 of the Complaint, but to the extent that a response is required, Defendant denies same in its entirety.

5. The statements in Paragraph 13 of the Complaint are hereby denied by the Plaintiff to the extent that it pertains the value of Plaintiff's alleged damages in relation to the Answering Defendant, but otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth therein.

#### AS AND FOR A FIRST AFFIRMATIVE DEFENSE

6. The Answering Defendant asserts that she has not been unjustly enriched as she did not request, consent to, or benefit from the construction of the house on her property.

#### AS AND FOR A SECOND AFFIRMATIVE DEFENSE

7. The Answering Defendant asserts that a constructive trust is not an appropriate remedy as she has not been unjustly enriched and has not engaged in any wrongful conduct.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

8. If and to the extent Plaintiff claims to have suffered any injury or damages, which Defendant denies, such injury or damages were not proximately or materially caused by Answering Defendant's alleged conduct, and Plaintiff is barred from all recovery or relief as against the Answering Defendant.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

9. The Answering Defendant asserts that she had no contractual relationship or privity with the Plaintiff or the other Defendants in relation to the construction of the house on her property.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

10. That the damages to the Plaintiff, all of which are denied, were caused in whole by Plaintiff's failure to mitigate its damages.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

11. Plaintiff's claim is barred by the doctrine of unclean hands.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

12. Plaintiff acknowledged, ratified, consented to and/or acquiesced in the alleged acts or omissions alleged in the Complaint, which are denied by the Answering Defendant, thereby barring Plaintiff from relief.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

13. The Complaint, including each and every purported cause of action therein, fails to state a claim or cause of action against the Answering Defendant upon which relief can be granted.

AS AND FOR A NINETH AFFIRMATIVE DEFENSE

14. Plaintiff is barred from maintaining this action by reason of its own wrongful conduct which caused the damages alleged in the Complaint.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

15. Plaintiff's claims are barred by the doctrines of laches, waiver and collateral estoppel.

AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE

16. That the Plaintiff's complaint as against the Answering Defendant is frivolous, contains misrepresentations of fact, and Plaintiff's conduct in going forward with this action, knowing that his complaint lacks legal merit constitutes frivolous conduct.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

17. That the Plaintiff's Complaint was filed and is being continued in bad faith and to harass the Answering Defendant. That Plaintiff's Complaint was filed and is being continued in bad faith and without any reasonable basis in law or fact against the Answering Defendant.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

18. Plaintiff lacks standing to assert any claim that the Answering Defendant's acquisition of the Property through a tax sale was defective.

SEPARATE AND ADDITIONAL DEFENSES

19. The statement of any defense herein does not assume the burden of proof for any issue as to which applicable law places the burden upon Plaintiff. The Answering Defendant presently has insufficient information upon which to form a belief as to whether the Answering Defendant may have additional, as yet unstated, separate defenses available. The Answering Defendant expressly reserves the right to amend this Answer to add, supplement, or modify her

defenses based upon legal theories that may be divulged through clarification of the Complaint, through discovery, or through further legal analysis of Plaintiff's allegations, contentions, and positions in this litigation.

WHEREFORE, the Answering Defendant hereby demands judgment dismissing the Plaintiff's Complaint, along with any other and further relief deemed necessary and appropriate by the Court.

Dated: Honolulu, HI  
March 25, 2024

Respectfully submitted,

DIPASQUALE & SUMMERS, LLP  
*Attorneys for Defendant ANNALEINE MELICIA  
REYNOLDS*

By: */s/ James D. DiPasquale*

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James D. DiPasquale, 11033